

**VOLUNTARY AGREEMENT**

This Voluntary Agreement is made this 12<sup>th</sup> day of February, 1998 by and between Art & Sons t/a Round Table Restaurant and Bar and Foad Talebnejad, Ali Talebnejad and Louis Nichols (jointly known as "the Round Table") and Advisory Neighborhood Commission 3E ("ANC 3E").

WHEREAS Round Table, located at 4859 Wisconsin Avenue, NW, has a Class CR license (number 9895-97099P) issued by the Alcoholic Beverage Control Division; and

WHEREAS Round Table desires to maintain said license; and

WHEREAS ANC 3E desires to maintain the peace and quiet enjoyment of the neighborhood,

NOW, THEREFORE, in consideration for the mutual premises above, and the mutual, covenants and promises set forth below, the parties agree as follows:

1. The Round Table will close the outdoor patio (i.e., clear it of all patrons) at 11 PM on weekdays and Sundays, and at midnight on Friday and Saturday nights - allowing consideration for patrons to finish that part of their meal which has already been served.
2.
  - a. There will be a minimum of three staff in the bar from 8 PM until closing and one person at the door from 11 PM until closing.
  - b. After the dining room closes (i.e., 10 PM on weekdays and 11:00 PM on Fridays, Saturdays and Sundays), if the basement bar fills to capacity (48 people), and if additional staff is present and available to staff the first floor dining area, the overflow may be sent to the first floor dining area only, and can only receive alcoholic beverages from the basement bar. If no additional staff is present to staff the first floor dining area, overflow patrons from the basement bar will be turned away. Under no circumstances will the first floor bar be opened to serve overflow patrons from the basement bar. In other words, at no time after the restaurant closes - 10 PM on weekdays and 11:00 PM on Fridays, Saturdays and Sundays - will both bars be open.
  - c. At no time will the patio be used to handle overflow patrons from the basement bar.
3. The Round Table will hire an outside security firm to staff the main door (the Ellicott Street entrance) from 10 PM until closing to monitor patrons entering and leaving the bar; to assure that underage, already inebriated or rowdy patrons are not allowed to enter and to assure that those leaving do so quietly without disturbing the neighbors, discarding trash or urinating in the vicinity, by reminding them that the Round Table is located in a residential neighborhood and to be considerate of the neighbors. The main door will be staffed as described on Thursday, Friday, Saturday, Sunday and Monday nights throughout the year, and every night in which the patio bar is open.
4. The Round Table will post signs on tables in the bar and on the patio and on the inside of the main door (Ellicott Street entrance) informing patrons that "This is a residential neighborhood. Please be considerate of the neighbors." In addition, the band will make a similar announcement throughout the evening and at closing.
5. All Round Table staff will wear T-shirts or other clothing identifying them as Round Table staff.
6. Round Table represents that its staff receives extensive instruction and training on how to deal with customers who may have had, or ask for, too much to drink.

7. Trash pick up will be after 7 AM on weekdays and 8 AM on Saturdays and Sundays. In addition, a Round Table staff person will be responsible for picking up trash in the vicinity of the restaurant after closing each night, without regard to the origin of such litter and/or trash. For the purposes of this Agreement, "vicinity" includes the street and both sidewalks of the 4100 block of Ellicott Street, N.W. the alley on the east side of the Round Table and the parking lot on the west side.
8. Foad Talebnejad, ~~1-800-910-7956~~, Louis Nichols, 202/362-1375, Ali Talebnejad, 202/~~246-4291~~ will be available to speak with/receive complaints from neighbors 24 hours a day, 365 days a year. If any of these individuals is no longer involved with the Round Table, a replacement will be named.
9. A Committee will be formed composed of three representatives from the 4100 block of Ellicott Street, N.W. and 4800 and 4900 blocks of 41st Streets, N.W. and the Commissioner for ANC 3E-04, to be called the Round Table Monitoring Committee ("the Committee"). The Committee will monitor the activities of the Round Table and will receive complaints concerning the Round Table from neighborhood residents. The Committee will also meet with the Round Table every three months to review the implementation of and adherence to the terms of this Agreement, to make necessary adjustments and to resolve any continuing problems.
10. The Committee will report each violation to Round Table pursuant to the Complaint procedure found in Appendix A to this Agreement.
11. In the event of a sale or transfer of the premises, this agreement shall be binding upon the new ownership. Further, the Round Table shall notify the Committee and the ANC 3E of any intended sale or transfer to allow the ANC 3E and/or the committee to review any impact such sale or transfer may have on the neighborhood.
12. This Agreement shall remain in full force and effect as long as Round Table continues to hold the subject ABC license, from renewal to renewal, unless and until amended in writing by both parties. This agreement is binding upon the parties, their heirs, successors or assigns.
13. This Agreement shall not preclude the Committee or ANC 3E from exercising any other rights under District of Columbia law or regulations.
14. Any notices required in this Agreement to ANC 3E will be sent by first-class mail to:

Advisory Neighborhood Commission 3E  
P.O. Box 9957  
Friendship Station  
Washington, DC 20016

Any notices required by this Agreement to Round Table shall be sent by certified mail to:

Art & Sons, Inc.  
t/a Round Table Restaurant  
4859 Wisconsin Avenue, NW  
Washington, DC 20016

ART & SON  
T/A ROUND TABLE  
RESTAURANT AND BAR

ADVISORY NEIGHBORHOOD  
COMMISSION 3E

By: \_\_\_\_\_

By: Beth Kravetz  
Beth Kravetz Chair

\_\_\_\_\_  
Foad Talebnejad

\_\_\_\_\_  
Ali Talebnejad

\_\_\_\_\_  
Louis Nichols

## APPENDIX A TO AGREEMENT

COMPLAINT PROCEDURE

Pursuant to Section 8 of the Agreement dated 12 February 1998, by and between Art & Sons, Inc., t/a Round Table Restaurant and Bar and Foad Talebnejad, Ali Talebnejad and Louis Nichols (jointly known as "the Round Table") and Advisory Neighborhood Commission 3E ("the Agreement"), the following complaint procedure is provided to facilitate resolution of complaints by residents, neighbors and other persons affected by the operations of the Round Table. This complaint procedure is permissive and does not preclude any other legal action by the Round Table Monitoring Committee ("the Committee") or by any other person.

Any complaint by the Committee or other person of any violation of the Agreement is to be in accordance with the Agreement, and with the following:

1. The initial complaint of a violation of the Agreement shall be made known to the Round Table and to the Committee.
2. In the event that the problem is not resolved or is repeated within seven (7) days, the Committee will send to the Round Table by certified mail written notification of the accumulated violations, with a copy to the Alcoholic Beverage Control Division. The Committee and the Round Table shall meet to discuss resolution of the complaint within three (3) days of the receipt by the Round Table of the complaint.
3.
  - a. If the problem is not resolved by the above procedure within the five (5) days following the meeting between the Committee and the Round Table, or if the same violation should occur a third time during this period, the Committee shall determine if the problem is resolvable or if it is a major or minor violation.
  - b. For the purposes of this Complaint Procedure, a "major violation" is one which adversely affects the neighborhood surrounding the Round Table and includes a pattern of continued violations of the conditions stipulated in the Agreement. Such violations would include, but not be limited to: noise from the restaurant and bar that disturbs and awakens the neighbors and or early trash pickup; trash and litter; use of the outdoor patio after the hours stipulated in the Agreement. A "minor" violation is one which violates of the terms stipulated in the Agreement but which might not result in disturbing the neighborhood and residents.
4. If the problem continues, or upon receipt of three (3) complaints of the same violation, or of complaints of three (3) separate incidents, and the Committee feels the problem(s) is/are not resolvable through further discussion with the Round Table, the Committee shall notify the Alcohol Beverage Control Board and request suspension of the Round Table liquor license, and/or shall determine if further legal action is appropriate.
5. Any determination according to this Complaint Procedure shall be binding upon the Round Table.

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

**In the Matter of:**

Art & Sons, Inc.  
t/a The Roundtable Restaurant

Application for a Retailer's License  
Class CR - renewal  
at premises  
4859 Wisconsin Avenue, N.W.  
Washington, D.C.

App. No. 9895-97099P

**Jill Diskan, Single Member District Commissioner 3E04, and Louis Wolf,  
Protestants**

**Louis Nichols, Esquire, on behalf of Applicant**

**Abdolrahman Talebnijad, President, on behalf of the Applicant**

**BEFORE: BARBARA L. SMITH, ESQUIRE, CHAIR;  
DENNIS BASS, MEMBER;  
ALLEN BEACH, MEMBER;  
MARY EVA CANDON, ESQUIRE, MEMBER;  
LAVERNE KING, MEMBER;  
EYDIE WHITTINGTON, MEMBER;  
DUANE WANG, MEMBER**

**ORDER ON A WITHDRAWN PROTEST**

The application, having been protested came before the Board for public hearing on September 13, 1997, in accordance with D.C. Code Section 25-115(c)(5)(1996 Supp.), providing for remonstrants to be heard. Jill Diskan, Single Member District Commissioner 3E04, Advisory Neighborhood Commission 3E, and Louis Wolf filed timely protest letters.

The official records of the Board reflect that the parties have now reached an Agreement which has been reduced to writing, and has been properly executed and filed

**Art & Sons, Inc.**  
**t/a TheRoundtable Restaurant**  
**Page two**

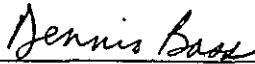
with the Board. Pursuant to the Agreement dated February 12, 1998, the protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned.

Accordingly, it is this 29 day of April 1998, **ORDERED** that:

1. The protests of Jill Diskan, Single Member District Commissioner 3E04, Advisory Neighborhood Commission 3E, and Louis Wolf, be, and the same hereby, are **WITHDRAWN**;
2. The above-referenced Agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this Order;
3. The application of Art & Sons, Inc. t/a The Roundtable Restaurant for a retailer's license class CR -renewal at premises 4859 Wisconsin Avenue, N.W., be, and the same hereby, is **GRANTED**; and,
4. Copies of this Order shall be sent to the Protestants, the Attorney for the Applicant, and the Applicant.

DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD

  
Barbara L. Smith, Esquire, Chair

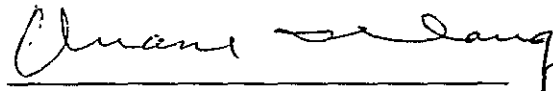
  
Dennis Bass, Member

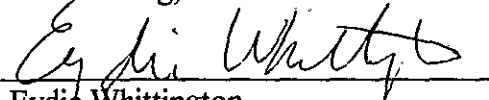
  
Allen Beach, Member

Mary Eva Candon, Esquire, Member

  
Laverne King, Member

Art & Sons, Inc.  
t/a TheRoundtable Restaurant  
Page two

  
\_\_\_\_\_  
Duane Wang, Member

  
\_\_\_\_\_  
Eydie Whittington

#9895

## VOLUNTARY AGREEMENT

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WHEREAS Round Table, located at 4859 Wisconsin Avenue, NW, has a Class CR license (number 9895-97099P) issued by the Alcoholic Beverage Control Division; and

WHEREAS Round Table desires to maintain said license; and

WHEREAS ANC 3E desires to maintain the peace and quiet enjoyment of the neighborhood,

NOW, THEREFORE, in consideration for the mutual premises above, and the mutual, covenants and promises set forth below, the parties agree as follows:

1. The Round Table will close the outdoor patio (i.e., clear it of all patrons) at 11 PM on weekdays and Sundays, and at midnight on Friday and Saturday nights - allowing consideration for patrons to finish that part of their meal which has already been served.
2.
  - a. There will be a minimum of three staff in the bar from 8 PM until closing and one person at the door from 11 PM until closing.
  - b. After the dining room closes (i.e., 10 PM on weekdays and 11:00 PM on Fridays, Saturdays and Sundays), if the basement bar fills to capacity (48 people), and if additional staff is present and available to staff the first floor dining area, the overflow may be sent to the first floor dining area only, and can only receive alcoholic beverages from the basement bar. If no additional staff is present to staff the first floor dining area, overflow patrons from the basement bar will be turned away. Under no circumstances will the first floor bar be opened to serve overflow patrons from the basement bar. In other words, at no time after the restaurant closes - 10 PM on weekdays and 11:00 PM on Fridays, Saturdays and Sundays - will both bars be open.
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5. All Round Table staff will wear T-shirts or other clothing identifying them as Round Table staff.
6. Round Table represents that its staff receives extensive instruction and training on how to deal with customers who may have had, or ask for, too much to drink.



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8. Foad Talebnejad, 1-800-910-7956, Louis Nichols, 202/362-1375, Ali Talebnejad, 202/246-1291 will be available to speak with/receive complaints from neighbors 24 hours a day, 365 days a year. If any of these individuals is no longer involved with the Round Table, a replacement will be named.
9. A Committee will be formed composed of three representatives from the 4100 block of Ellicott Street, N.W. and 4800 and 4900 blocks of 41st Streets, N.W. and the Commissioner for ANC 3E-04, to be called the Round Table Monitoring Committee ("the Committee"). The Committee will monitor the activities of the Round Table and will receive complaints concerning the Round Table from neighborhood residents. The Committee will also meet with the Round Table every three months to review the implementation of and adherence to the terms of this Agreement, to make necessary adjustments and to resolve any continuing problems.
10. The Cpmmittee will report each violation to Round Table pursuant to the Complaint procedure found in Appendix A to this Agreement.
11. Any and all contemplated changes to this applicant's operation as set forth herein, will be brought to the attention of the protestant before implementation thereof and will be implemented only after Board approval, if necessary.
12. In the event of a sale or transfer of the premises, this agreement shall be binding upon the new ownership. Further, the Round Table shall notify the Committee and the ANC 3E of any intended sale or transfer to allow the ANC 3E and/or the committee to review any impact such sale or transfer may have on the neighborhood.
13. This Agreement shall remain in full force and effect as long as Round Table continues to hold the subject ABC license, from renewal to renewal, unless and until amended in writing by both parties. This agreement is binding upon the parties, their heirs, successors or assigns.
14. This Agreement shall not preclude the Committee or ANC 3E from exercising any other rights under District of Columbia law or regulations.
15. In consideration of, and in reliance upon the commitments reflected in this agreement, the protestant shall, and by these presents does, inform the board that it is withdrawing protest under the provisions of Section 14 (b) (6) of the Regulations, heretofor filed herein, upon the acceptance of the Board of this agreement and all conditions therein, and the immediate implementation of this agreement by the applicant. Any alteration of term of this agreement by any party or entity shall be grounds for withdrawal of approval of this agreement by the protestant.
16. Any notices required in this Agreement to ANC 3E will be sent by first-class mail to:

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Friendship Station  
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4859 Wisconsin Avenue, NW  
Washington, DC 20016

ART & SON  
T/A ROUND TABLE  
RESTAURANT AND BAR

ADVISORY NEIGHBORHOOD  
COMMISSION 3E

By: *Louis N. Nichols*  
VICE PRESIDENT

By: *Beth Kravetz*  
Beth Kravetz Chair

*F. Talebnejad*  
Foad Talebnejad

*Louis Wolf*  
Louis Wolf

*Ali Talebnejad*  
Ali Talebnejad

*Louis N. Nichols*  
Louis Nichols

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5. Any determination according to this Complaint Procedure shall be binding upon the Round Table.